



**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
KIOWA PARK**

Name of Common Interest Community: KIOWA PARK

Name of Owners Association: KIOWA PARK HOMEOWNERS' ASSOCIATION, INC.

Declarant: KIOWA PARK, LLC

Type of Common Interest Community: PLANNED COMMUNITY

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
KIOWA PARK
(A Common Interest Community)**

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made on the date hereinafter set forth by **KIOWA PARK, LLC**, hereinafter referred to as "Declarant" and the other Owners signing this Declaration.

WITNESSETH:

WHEREAS, Declarant and the other Owners signing this Declaration are the Owners of land located in the County of Morgan, State of Colorado, as described on **Exhibit A** attached hereto.

WHEREAS, this Declaration is executed pursuant to and in furtherance of a common and general plan: (i) to protect and enhance the quality, value, desirability, and attractiveness of all property that may be subject to this Declaration; (ii) to provide for an Association as a vehicle to perform certain functions for the benefit of Owners of Property which may become subject to this Declaration; (iii) to define duties, powers, and rights of the Association; and (iv) to define certain duties, powers, and rights of Owners of Property subject to this Declaration with respect to the Association and with respect to the functions undertaken by the Association.

NOW THEREFORE, Declarant and the other Owners signing this Declaration for their selves, their successors and assigns, hereby declare that all property herein or hereafter made subject to this Declaration, in the manner hereinafter provided, and each part thereof shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration for the duration thereof, all of which shall run with the title to such property and be binding upon all parties having any right, title, or interest in said property or any part thereof and upon their heirs, personal representatives, successors, and assigns and shall inure to the benefit of each party having any such right, title, or interest in said property or any part thereof.

ARTICLE 1 – DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meanings:

1.1. *Act* shall mean and refer to the Colorado Common Interest Ownership Act found in Title 38 of the Colorado Revised Statutes. Any reference in the Association Documents to the Act or a section of the Act shall refer to the Act as presently enacted or subsequently amended.

1.2. *Agency* shall mean any agency or corporation that purchases or insures residential mortgages.

1.3. *Architectural Design Standards* shall mean design standards adopted by the Declarant or the Architectural Review Committee from time to time that govern the quality of workmanship, color of materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation and the master drainage plan and all other appearances of buildings and structures in the Project. Architectural Design Standards may also be referred to as Architectural Guidelines. The two terms may be used interchangeably.

1.4. *Architectural Review Committee (“ARC”)* is the Committee created pursuant to Article 11 of the Declaration. The Architectural Review Committee may also be referred to as the Architectural Review Board (“ARB”). The two terms may be used interchangeably.

1.5. *Articles* shall mean the Articles of Incorporation for Kiowa Park Homeowners’ Association, Inc., a Colorado nonprofit corporation, and any amendments that may be made to those Articles from time to time.

1.6. *Annual Assessment* shall mean the Assessment levied pursuant to an annual budget.

1.7. *Assessments* shall mean the Annual, Special, and Default Assessments levied pursuant to the terms of this Declaration. Assessments are also referred to as a Common Expense liability as defined under the Act.

1.8. *Association* shall mean Kiowa Park Homeowners’ Association, Inc., a Colorado corporation and its successors and assigns.

1.9. *Association Documents* shall mean this Declaration and any Supplemental Declaration, the Articles of Organization, the Plat and any procedures, rules, regulations, Architectural Design Standards, or policies adopted under such documents by the Association.

1.10. *Builder* shall mean any person who acquires from Declarant one or more Lots for the purpose of constructing thereon a building and selling such building, together with the Lot upon which it is situated to any member of the general public.

1.11. *Bylaws* shall mean the Bylaws adopted by the Association, as amended from time to time.

1.12. *Clerk and Recorder* shall mean the office of the Clerk and Recorder in the County of Morgan, State of Colorado.

1.13. *Common Elements* shall mean all real and personal property, including water rights, and including all Common Elements as designated on the Plat, now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Elements are to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated for use by the general public except as indicated on the subdivision Plat and the real estate records of the Clerk and Recorder of Morgan County, Colorado. Common Elements shall be owned by the Association. In no event shall the Common Elements fail to be transferred to the Association on a date which is not later than sixty (60) days after the completion of the transfer of all Lots from the Declarant or the Declarant's successors and assigns to third party purchasers.

Each Owner and members of the Owner's family residing on the Project may use the appurtenant Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of any of the other Owners. The Executive Board may adopt Rules and Regulations governing the use of the Common Elements, but such Rules and Regulations shall be uniform and nondiscriminatory. Each Owner, by the acceptance of his or her deed or other instrument of conveyance or assignment and such Owner's guests agree to be bound by any such adopted Rules and Regulations.

1.14. *Common Expenses* shall mean: (i) all expenses expressly declared to be common expenses by this Declaration or by the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Elements; (iii) insurance premiums for the insurance required or permitted under this Declaration; (iv) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association; and (v) all expenses lawfully determined to be Common Expenses by the Executive Board. Common Expenses benefitting fewer than all the Units may, in the discretion of the Executive Board, be assessed exclusively against those Units benefitted.

1.15. *Declaration* shall mean this Declaration and the Plat and amendments and supplements to the foregoing.

1.16. *Executive Board* shall mean the governing body of the Association.

1.17. *First Mortgage* shall mean any Mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

1.18. *First Mortgagee* shall mean any person named as a Mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

1.19. *Improvements* shall mean and refer to all improvements now or hereafter constructed including, without limitation, all buildings, exterior lighting, signs, benches, walks, driveways, patios, decks, sheds, hot tubs, pools, landscaping (including pasture grass), fencing, irrigation and drainage systems (including ditches and culverts), site grading, and parking areas within the Project.

1.20. *Lot* shall mean and refer to any numbered area of land designated for separate ownership or occupancy as shown on the recorded Plat. Lot shall also mean a "Unit" as defined in C.R.S. § 38-33.3-103 as originally enacted or subsequently amended. Lot shall not include any Common Elements including outlots.

1.21. *Manager* shall mean a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Executive Board may authorize from time to time.

1.22. *Member* shall mean and refer to every person or entity that holds membership in the Association by virtue of the ownership of a Unit.

1.23. *Mortgage* shall mean any mortgage, deed of trust or other document pledging any Residential Unit or interest therein as security for payment of a debt or obligation.

1.24. *Mortgagee* shall mean any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

1.25. *Notice* shall mean and refer to: (i) written notice hand delivered or sent by prepaid United States mail to the mailing address of a Unit or to any other mailing address designated in writing by the Unit Owner or to the last known address of the intended recipient, or (ii) notice through an Association publication which is hand delivered or sent by prepaid United States mail to the Units; or (iii) notice delivered by electronic mail to an Owner at the electronic mail address designated by the Owner.

1.26. *Owner* shall mean any person, corporation, partnership, association, contract seller, or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in a portion of one or more Lots. The term Owner shall not refer to any Mortgagee as herein defined or other person or entity having an ownership interest in any portion of a Lot merely as security for the performance of an obligation.

1.27. **Parcel** shall mean each platted, numbered, and recorded division of vacant land as depicted on the Plat.

1.28. **Person** shall mean an individual, corporation, trust, partnership, limited liability company, Association, joint venture, government, government subdivision or agency, or other legal or commercial entity authorized by law to hold title to real property in Colorado,

1.29. **Plat** shall mean that part of this Declaration that is a land survey Plat recorded in the real estate records of Morgan County, Colorado, depicting any portion of the Property subject to this Declaration.

1.30. **Project** shall mean the common interest community created by this Declaration and as shown on the Plat.

1.31. **Property** shall mean the real property described in **Exhibit A**.

1.32. **Related User** shall mean any member of the family of an Owner who resides with such Owner, guests and invitees of an Owner, employees and agents of an Owner, and occupants, tenants, and contract purchasers residing in a Unit.

1.33. **Rules and Regulations** shall mean those rules and regulations as may be adopted by the Board of Directors for the management, preservation, safety, control and orderly operation of the Project and governing the use of the Common Elements provided, however, that such Rules and Regulations shall be uniform and nondiscriminatory. Copies of all such Rules and Regulations shall be furnished to Owners prior to the time that they become effective.

1.34. **Single Family** shall mean an individual living alone, or any number of persons living together as a single household who are interrelated by blood, marriage, adoption or other legal custodial relationship; or not more than two (2) unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or legal custodial relationship.

1.35. **Successor Declarant** shall mean any person or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

1.36. **Supplemental Declaration** shall mean an instrument which amends this Declaration.

1.37. **Supplemental Plat** shall mean a supplemental plat of the Project which depicts any change in the Project through a Supplemental Declaration.

1.38. *Undefined Terms.* Each term not otherwise defined in this Declaration, including the Plat, shall have the same meaning specified or used in the Act.

1.39. *Unit* shall have the same meaning as Lot.

**ARTICLE 2 – NAME, PROPERTY SUBJECT TO THIS DECLARATION
AND ALLOCATION**

2.1. *Name.* The name of the Project is Kiowa Park. The Project is a planned community pursuant to the Act.

2.2. *Existing Property.* The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Morgan County, Colorado, and is more particularly described on **Exhibit A**.

2.3. *Expansion Property.* The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration may be expanded as set forth in the Act and as specifically provided in this Declaration and which is more particularly described on **Exhibit B** attached hereto.

2.4. *Maximum Number of Units.* Declarant reserves the right to create up to a total of three hundred (300) Units.

2.5. *Identification of Units.* The identification number of each Unit is shown on the Plat.

2.6. *Description of Units.* Each Unit presently consists of surveyed and platted undeveloped vacant land.

2.7. *Allocation of Interests.* The Common Expense liability and voting in the Association are allocated to each Unit as follows:

- a. The percentage of liability for Common Expenses shall be determined by using a formula in which the numerator is one (1) and the denominator is the total number of Units subject to this original Declaration, or subject to this Declaration from time to time; and
- b. There shall be one (1) vote per Unit.

**ARTICLE 3 – MEMBERSHIP AND VOTING RIGHTS;
ASSOCIATION STRUCTURE AND OPERATIONS**

3.1. Association Name. The name of the Association shall be Kiowa Park Homeowners Association, Inc. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

3.2. Transfer of Membership. An Owner shall not transfer, pledge, or alienate their membership in the Association in any way, except upon the sale or encumbrance of their Unit and then only to the purchaser or Mortgagee of their Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such right.

3.3. Membership. The Association shall have one class of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in the Association Documents, each Member shall be entitled to vote in Association matters as set forth in this Declaration and the Bylaws. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

3.4. Voting. There shall be one vote per Unit.

3.5. Declarant Control. Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association to the fullest extent permitted under the Act and as set forth in the Association Documents. Declarant may voluntarily relinquish such power by recording a notice executed by Declarant with the Clerk and Recorder but, in such event, Declarant may at its option require that during the period Declarant would otherwise be entitled to appoint and remove directors and officers, specified actions of the Association or the Executive Board as described in the recorded notice be approved by Declarant before they become effective.

3.6. Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

3.7. Manager. The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board.

3.8. Cooperation with Other Associations. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with

other homeowner association(s) and/or any district(s), to share the costs and/or responsibility for any maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other homeowner association(s) and/or any district(s), or to otherwise cooperate with any other homeowner association(s) and/or any district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other homeowner association(s) and/or any district(s), as the Executive Board may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other homeowner association(s) and/or any district(s) to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

3.9. *Rights of Action.* The Association on behalf of itself and any aggrieved Owner, shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Owner shall have the right, but not the obligation, to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorney fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

3.10. *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act, and by the Colorado Revised Nonprofit Corporation Act.

ARTICLE 4 – POWERS OF THE EXECUTIVE BOARD

4.1. *Powers.* Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- a. Adopt and amend bylaws and rules and regulations and Architectural Design Standards;

- b. Adopt and amend budgets for revenues, expenditures and reserves, and collect Assessments;
- c. Hire and terminate managing agents and other employees, agents, and independent contractors;
- d. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project;
- e. Make contracts and incur liabilities;
- f. Regulate the use, maintenance, repair, replacement, and modification of Common Elements, if any;
- g. Cause additional Improvements to be made as a part of the Common Elements, if any;
- h. Acquire, hold, encumber, and convey in the name of the Association any right, title, or interest to real or personal property, except that Common Elements, if any, may be conveyed or subjected to a security interest only if Members entitled to cast at least eighty percent (80%) of the votes agree to that action; notwithstanding the foregoing, the Association may dedicate or transfer all or any portion of the common area to any governmental authority;
- i. Grant easements, leases, licenses, and concessions through or over the Common Elements, if any;
- j. Annex additional property, pursuant to the terms of this Declaration;
- k. Impose and receive any payments, fees or charges for the use, rental, or operation of the Common Elements, if any;
- l. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after Notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
- m. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

- n. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- o. Assign its right to future income, including the right to receive Assessments;
- p. Exercise any other powers conferred by the Declaration or Association Bylaws;
- q. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;
- r. Delegate powers to a master association as provided in C.R.S. §38-33.3-220. If powers are delegated to a master association, the executive board of the master association must be elected pursuant to C.R.S. §38-33.3-220.
- s. Merge or consolidate the project with another common interest community of the same form of ownership.
- t. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE 5 – MECHANICS' LIENS

5.1. No Liability. If any Owner shall cause any material to be furnished to their Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen, and other persons furnishing labor or materials to their Unit.

5.2. Indemnification. If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements, if any, or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be canceled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and hold all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses, or damages including, without limitation, reasonable attorney fees resulting therefrom.

5.3. Association Action. Labor performed or materials furnished for the Common Elements, if any, if duly authorized by the Association in accordance with this Declaration or its

Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements, if any. Any such lien shall be limited to the Common Elements, if any, and no lien may be effected against an individual Unit or Units.

ARTICLE 6 – EASEMENTS

6.1. Recorded Easements. The Property shall be subject to all easements as shown on any Plat, those of record, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article.

6.2. Utility Easements. There is hereby created an easement as denoted on the Plat for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, sewer, gas, telephone, cable TV, electricity, drainage, and fences. Said easement includes future utility services not presently available to the Units which reasonably may be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment within such easement on any of the Units.

6.3. Reservation of Easements, Exceptions and Exclusions. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements and Lots, for the best interest of all the Owners and the Association. However, no such easement shall unreasonably interfere with an Owner's use of their Lot. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements, if any, set forth in writing by the Association.

6.4. Use of Easement Area. Within reserved easements, as shown on recorded Plats, or herein reserved, there shall be no structure, tree or shrub planting, or any other material installation which may damage or interfere with the installation or maintenance of utilities such as plumbed gas or water lines, wired electrical, cable television, or telephone utility lines. A Unit Owner shall not alter, inhibit, or change the direction of water flow in drainage channels established in said easements or in any way that discharges drainage onto adjacent Units. The easement area of each Unit and all Improvements in it, including fences, shall be maintained continuously in good repair by the Owner of said Unit, except for those Improvements for which a public utility shall be responsible. It shall be the responsibility of the Unit Owner to notify with due speed the appropriate public utility of any known flaws, defects, or damage to any utility Improvements on said Owners Unit.

6.5. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

ARTICLE 7 – MAINTENANCE

7.1. Maintenance by Owners. As more particularly described in Section 11.11(r), each Owner shall maintain and keep in repair his Unit, landscaping, fencing and any structures or buildings thereon, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Units and to maintain a good appearance for the Project.

7.2. Maintenance by Association (except as set forth in Article 7, §7.1). The Association shall be responsible for the maintenance and repair of the Common Elements as shown on the Plat, including any drainage structures or facilities and any fences constructed by Declarant and such maintenance and repair shall be the Common Expense of all Owners. In the event the Association does not maintain or repair the Common Elements, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

7.3. Association Maintenance as Common Expense. The cost of maintenance and repair of the Common Elements by the Association shall be a Common Expense of all of the Owners, to be shared by each Owner equally. If maintenance is necessitated by damage caused by the negligence, misuse, or tortuous act of an Owner or Owner's agent, then the person or Owner causing the damage shall be responsible for the repair and expense.

ARTICLE 8 – INSURANCE

8.1. General Insurance Provisions. The Association shall acquire and pay for, out of the Assessments levied in accordance with this Declaration, any insurance policies required by the Act and such other insurance as the Executive Board may, within its discretion, determine. Such insurance required by this Article or the Act shall conform to the requirements set forth in C.R.S. §38-33.3-313(4)(a)-(d) which are as follows:

- a. Each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association.
- b. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.
- c. No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

- d. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

8.2. *Property and Commercial General Liability Insurance.* Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain, to the extent reasonably available:

- a. **Insurance on Common Elements.** Property insurance on the Common Elements and also on property that must become Common Elements for broad form covered causes of loss, except that the total amount of insurance must be not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- b. **Commercial General Liability Insurance.** Commercial general liability insurance in a minimum amount deemed sufficient in the judgment of the Executive Board against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements, insuring the Executive Board, the Association, the management agent, and their respective employees, agents, and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as the Unit Owner and board member. The Unit Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

8.3. *Fidelity Insurance.* Fidelity insurance shall be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, independent contractors, employees, and on the part of all others, including any Manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such insurance must be obtained by or for the Manager and its officers, employees, and agents, as applicable. Such fidelity insurance shall name the Association as insured and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such fidelity insurance shall be a minimum of an amount equal to two (2) months current Assessments plus reserves.

8.4. *Workers' Compensation Insurance.* The Executive Board shall obtain workers' compensation, if applicable, in the amounts and forms as may now or hereafter be required by law.

8.5 Directors, Officers and Members Liability Insurance. The Association may maintain liability coverage to protect Directors, Officers and Committee Members from any acts or omissions committed in their capacity as a director, officers or committee member.

8.6 Notice. If any insurance required by this Article is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners.

8.7 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

8.8 Other. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit.

ARTICLE 9 – ASSESSMENTS

9.1 Obligation. Each Owner, including Declarant while an Owner of any Unit, is obligated to pay to the Association: (i) the Annual Assessments; (ii) Special Assessments; and (iii) Default Assessments.

9.2 Budget. Within ninety (90) days after the adoption of any proposed budget for the Common Interest Community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The Executive Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Owners.

9.3 Annual Assessments. Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, if any, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements, if any, routine repairs, replacements and renovations within and of the Common Elements, if any, wages, common water and utility charges for the Common Elements, if any, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any deficit remaining from a previous Assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund

for insurance deductibles and general, routine maintenance, repairs and replacement of Improvements within the Common Elements, if any, on a periodic basis, as needed.

Annual Assessments shall be payable in monthly installments or on such other dates as the Executive Board determines. The omission or failure of the Association to fix the Annual Assessments for any Assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

9.4. *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Lots on the basis of the allocated interest for Common Expenses in effect on the date of Assessment, provided however that the Association shall allocate all expenses related to fewer than all of the Lots to the Owners of those affected Lots only. Notwithstanding the foregoing, the amount of Annual Assessment against Lots on which a certificate of occupancy has not been issued may be set at a lower rate than the rate of Annual Assessment against those Lots on which a certificate of occupancy has been issued pursuant to C.R.S. §38-33.3-315(3)(b), as amended, since such Lots do not receive certain benefits including the same services as other Lots. The lower rate of Assessment against such Lots shall be determined by the Board based upon the costs and expenses of the services actually provided to such Lots.

9.5. *Special Assessments.* In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of Improvements within the Common Elements, if any, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their allocated interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Units any extraordinary maintenance, repair or restoration work on fewer than all of the Units which shall be borne by the Owners of those affected Units only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants or invitees) shall be borne by that Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

9.6. *Default Assessments.* All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the

amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

9.7. *Effect of Nonpayment; Assessment Lien.* Any Assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- a. Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- b. Assess an interest charge from the due date at the yearly rate of eighteen percent (18%), or such other lawful rate as the Executive Board may establish;
- c. Suspend the voting rights of the Owner during any period of delinquency;
- d. Suspend the rights of the Owner, and the Owner's family, guests, lessees, and invitees, to use Common Element facilities during any period of delinquency;
- e. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- f. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- g. Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Liens for Assessments and their priority shall be as provided in C.R.S. §38-33.3-316.

9.8. *Personal Obligation.* Each Unit Owner is liable for Assessments made against such Owner's Unit during the period of ownership of such Unit. No Unit Owner may be exempt from liability for payment of the Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made. Suit

to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

9.9. *Payment by Mortgagee.* Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgage.

9.10. *Statement of Status of Assessment Payment.* Upon payment of a reasonable fee set from time to time by the Executive Board, the Association shall furnish to a Unit Owner or such Unit Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent or Manager, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner. If no statement is furnished to the Unit Owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

9.11. *Maintenance of Accounts; Accounting.* If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer, or disbursement of Association funds to other persons or to a Manager, then such other persons or Manager must: (i) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager; (ii) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, and (iii) provide to the Association an annual accounting and financial statement of Association funds prepared by the Manager, a public accountant, or a certified public accountant.

ARTICLE 10 – RESERVED SPECIAL DECLARANT RIGHTS

10.1. *Special Declarant Rights.* Declarant reserves the Special Declarant Rights as defined from time to time in the Act, including without limitation, the right or combination of rights as follows:

- a. To complete any Improvements indicated on the Plat;
- b. To maintain sales offices, management offices, model homes, and signs advertising the common interest community;
- c. To use easements through the Common Elements and Lots for the purpose of making Improvements within the common interest community;

- d. To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

10.2. Construction: Declarant's Easement. Declarant reserves the right to perform warranty work, repairs and construction in Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and make repairs until completion. All work may be performed by Declarant without the consent or approval of the Executive Board. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration. This easement includes the right to convey access, utility, and drainage easements to a governmental entity.

10.3. Declarant's Property. Declarant reserves the right to remove and retain all its property used in the sales, management, construction, and maintenance of the property, whether or not they have become fixtures.

10.4. Limitations on Special Declarant Rights. Unless terminated earlier by a document executed by Declarant and recorded in the real estate records of Morgan County, Colorado, any reserved Development Rights and Special Declarant Rights may be exercised by Declarant, as long as Declarant: (a) is obligated under any warranty or obligation; (b) holds a Development Right to create additional Units or Common Elements; (c) owns any Unit; (d) owns any security interest in any Unit; or (e) fifteen (15) years have elapsed after recording of this Declaration in the real estate records of Morgan County, Colorado. Earlier termination of certain rights may occur in accordance with the Act.

10.5. Interference With Special Declarant Rights. While the Declarant is entitled to exercise its Special Declarant Rights, neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of Declarant and any entity to whom Special Declarant Rights have been assigned.

10.6. Rights Transferable. Any Special Declarant rights or other Declarant rights created or reserved under this Declaration may be transferred by an instrument evidencing the transfer recorded in Morgan County, Colorado. Such instrument shall be executed by the transferor, Declarant, and the transferee.

ARTICLE 11 – ARCHITECTURAL REVIEW; OTHER RESTRICTIONS

11.1. Association Power. The Association shall have the right and power to prohibit any activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses

and perceptible from another Unit or the Common Elements, if any, by promulgating Rules and Regulations which restrict or prohibit such activities.

11.2. Review. No buildings, structures or other Improvements including fences, driveways, parking areas, and landscaping (including pasture grass) shall be constructed, modified, altered, repaired, or rebuilt, nor shall any other action be taken that alters the exterior appearance of the Lot or Improvements, including lighting and color, unless first approved in writing by the Architectural Review Committee. The Architectural Review Committee shall exercise reasonable judgment to the end that all buildings, structures, modifications, alterations, or additions to the Units conform to and harmonize with existing surroundings and structures. The Architectural Review Committee has the absolute right to deny any requested buildings, structures, modifications, alterations, or additions which the Architectural Review Committee reasonably determines do not conform to and harmonize with existing surroundings and structures.

11.3. No Review. Notwithstanding the foregoing, the following types of changes, additions, or alterations do not require the approval of the Architectural Review Committee:

- 11.3.1. Addition of plants to a Lot in accordance with a previously approved Landscape Plan;
- 11.3.2. Modification to the interior of a residence when those modifications do not unduly affect the outside appearance of the structure;
- 11.3.3. Repainting or restaining of the exterior of the residence in the original color;
- 11.3.4. Repairs to a structure in accordance with previously approved plans and specifications;
- 11.3.5. Reroofing with roofing materials of the same, or better, quality and color as original material; and
- 11.3.6. Seasonal decorations if removed promptly (within fifteen (15) days following the holiday).

Although exempt from Architectural Review Committee review, all work must proceed in accordance with all applicable law, codes, and regulations and the provisions of this Declaration.

11.4. Membership of Architectural Review Committee. The Architectural Review Committee ("ARC") shall consist of not less than three (3) members, all of whom shall be appointed by Declarant. The structure of the ARC including the number of members and voting rights shall be set forth in the initial Architectural Design Standards prepared by the Declarant. Declarant shall have the continuing right to appoint all of the members during the Appointment Period (as hereafter defined). The Association shall have the right to appoint such members after

the end of the Appointment Period. The "Appointment Period" shall mean the period of time commencing as of the date of recordation of this Declaration and continuing until the earliest to occur of the following events: (a) when all Units in the Project have been conveyed to persons other than Declarant and certificates of occupancy have been issued for the residences constructed thereon; (b) fifteen (15) years after the date this Declaration is recorded; or (c) when, in its discretion, Declarant voluntarily relinquishes such right. During the Appointment Period, Declarant shall not be obligated to appoint members to the Architectural Review Committee. In such event, Declarant or Declarant's designated representative shall exercise all rights and obligations of the Architectural Review Committee as set forth in this article. Members of the Architectural Review Committee may but shall not necessarily be members of the Association. Members of the Architectural Review Committee to be appointed by the Association shall be appointed by the Executive Board. Members of the Architectural Review Committee appointed by the Executive Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Executive Board, or until resignation or removal by the Board. During the Appointment Period, Declarant shall give the Association written notice of the appointment or removal of any member of the Architectural Review Committee. After the Appointment Period, the Association may at any time and from time to time change the authorized number of members of the Architectural Review Committee, but the number of members of the Architectural Review Committee shall not be less than three (3). A majority of the voting members of the Architectural Review Committee shall constitute a quorum of the Committee, and a majority of voting members present at any meeting where a quorum is present shall be required for Committee action. Notice of all Architectural Review Committee meetings shall be furnished to each member of the Committee.

11.5. Plan Review Procedure. Prior to commencement of any onsite work, the Owner or such Owner's designated representative (hereinafter referred to as "Applicant") must obtain the written approval of the Architectural Review Committee.

- a. **Plan Submittal.** The Applicant must submit to the Architectural Review Committee the following minimum items (in addition to other items which the Architectural Review Committee deems necessary or advisable for it to act under the circumstances):
 - (i) Site plan;
 - (ii) Complete construction plans;
 - (iii) Specifications, including color schemes and material samples for the building, addition or alteration; and
 - (iv) Payment in full of all anticipated costs as set forth below.
- b. **Plan Approval.** Upon receipt by the Architectural Review Committee of all items set forth above, the Architectural Review Committee shall

thereafter have thirty (30) days to furnish Applicant with written notice of approval or rejection of the plans as submitted. The approval may contain certain conditions including, but not limited to, deadlines for the completion of the Improvements. If rejected, the Architectural Review Committee shall furnish a written explanation of the basis for its rejection and shall, if practical, furnish suggested modifications which would render the plans acceptable, subject to resubmission for review and approval upon completion of any such modifications. The Architectural Review Committee may condition its approval upon certain modifications being made to the plans, in which event such plans shall be deemed approved only upon submission to the Architectural Committee of one (1) complete set of all revised plans fully incorporated and reflecting all such required modifications.

- c. **Failure to Respond.** If for any reason the Architectural Review Committee has not responded to the Applicant in writing within the thirty (30) day period as provided above, the Applicant shall notify the Architectural Review Committee of such failure in writing by certified mail, return receipt requested. Thereafter, unless the Architectural Review Committee furnishes written notice of approval or rejection as required above within fifteen (15) days following receipt of said notice from the Applicant, the plans as submitted shall be deemed approved. In the event the Architectural Review Committee has notified Applicant of the necessity of submitting additional documentation, the thirty (30) day and fifteen (15) day periods set forth above shall not begin until Applicant has submitted all required documentation.
- d. **Dispute of Committee Action.** If an Owner disputes the rejection of the Owner's application or the conditions placed upon the approval of the Owner's Application and files a lawsuit related to said dispute, the Architectural Review Committee and the Association shall be entitled to recover all costs and attorneys' fees incurred in connection with such suit unless a court determines the Architectural Review Committee or Association actions were wanton and willful.

11.6. Notice of Completion. Upon completion of the construction, modification or alteration of any Improvements, the Applicant shall furnish written notice to the Architectural Review Committee of same. Thereafter, the Architectural Review Committee or its designee shall have the right to inspect the Improvements to assure compliance with the approved plans and the Applicant shall cooperate with the Architectural Review Committee or its designee to arrange the inspection. If the Applicant fails or refuses to permit such inspection, or if upon inspection it is determined that such Improvements do not comply with the approved plans, the Architectural Review Committee may furnish Applicant with written notice of noncompliance and exercise all remedies permitted herein, at law or in equity.

11.7. Restoration of Lot After Completion of Improvements. Upon completion of any Improvements, the Applicant shall, to the greatest extent possible, restore the Lot to the condition which existed prior to the commencement of such Improvements, so that the Lot and any Improvements on the Lot shall be, to the greatest extent possible, in harmony with the surrounding environment. If a Certificate of Occupancy or Notice of Completion is issued with respect to the Improvement prior to September 15th of any calendar year, the Applicant shall complete the restoration within forty-five (45) days thereafter. If a Certificate of Occupancy or Notice of Completion is issued after September 15th of any calendar year, the Applicant shall complete the restoration of the Lot prior to June 1st of the following year. In the event the restoration is not complete as and when required, the Association shall have the right to complete the restoration of the Lot at the Applicant's expense. Any costs and expenses incurred by the Association shall be borne by the Applicant, as provided in this Declaration.

11.8. Remedies Upon Noncompliance. The Architectural Review Committee shall have the right to inspect the work during and after the time the work is being performed. If at any time the Architectural Review Committee determines an Owner or Applicant is not in compliance with the Architectural Design Standards or approved plans, including without limitation the failure to submit plans for approval prior to commencing any onsite work, the Architectural Review Committee shall furnish notice of noncompliance to the Owner. Upon such notice, the Owner shall immediately cease all work other than is required to bring the Improvements into compliance. If the Owner fails to immediately cease all such work, or fails to bring the Improvements into such compliance within a reasonable period of time not exceeding thirty (30) days, the Architectural Review Committee and the Association shall have all rights and remedies available pursuant to this Declaration, at law or in equity. Such rights and remedies include but are not limited to the following:

- a. **Injunctive Relief.** The Architectural Review Committee and the Association may seek appropriate injunctive relief in order to compel the Owner to cease all work and bring the Improvements into compliance or authorize the Architectural Review Committee or the Association to undertake all steps and actions, on the Owner's behalf and expense. Said expense shall be a personal obligation of the Owner and a charge and lien against said Owner's Unit as with Assessments as provided herein.
- b. **Damages, Costs, and Attorney Fees.** The Architectural Review Committee and the Association may recover from the Owner all damages, costs, and attorney fees suffered or incurred in connection with the existence or remedy of any Improvements not in compliance with this Declaration, the Architectural Design Standards or approved plans, as applicable. Said damages, costs, and attorney fees shall be a personal obligation of the Owner and a charge and lien against said Owner's Lot as with Assessments as provided herein.

11.9. Authority to Hire, Assess Costs, and Raise Funds. The Architectural Review Committee has the authority to hire or retain such professionals or other persons as it deems necessary for the purposes described herein. The Architectural Review Committee shall also have the power to require the Owner submitting matters to it for approval to pay reasonably necessary costs of the submission prior to their review and as a necessary condition thereof. Any excess funds shall be returned, but the submitting Owner shall remain liable to pay any additional expense(s) if prepayment is insufficient.

11.10. Records. The Architectural Review Committee shall maintain written records of all applications submitted to it and all actions taken thereon for a period of five (5) years.

11.11. Restrictions on Use. Use and enjoyment of each Unit shall be subject to the following restrictions:

- a. **Land Use.** No Unit or portion thereof shall be used for any purpose other than a Single Family residence. No group housing or board and care homes shall be permitted.
- b. **No Further Subdivision.** No Unit or any building shall be further subdivided or separated into smaller units by any Owner, and no portion less than all of any such Unit or building or any easement or other interest therein shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.
- c. **Nuisances.** No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may become an annoyance to the neighborhood. No annoying light, sound, or odor shall be emitted from any Unit onto any other Unit(s) which can be considered unreasonably offensive or intrusive to other Unit Owners or occupants. The Architectural Review Committee may adopt Rules and Regulations concerning the type and hours of operation of exterior lighting.
- d. **Temporary Structures.** No structures of a temporary character such as trailers, mobile homes, tents, shacks, garages, barns, or other outbuildings shall be used on any Unit at any time as a residence either temporarily or permanently.
- e. **Accessory Buildings.** One accessory building shall be allowed on each lot subject to the restrictions set forth in the Architectural Design Standards. No accessory buildings, storage barns, or sheds shall be constructed or moved onto any Unit without written consent of the Architectural Review Committee.

- f. **Mobile Homes.** No building built off-site in a factory or construction yard on a permanent chassis with a HUD (United States Department of Housing and Urban Development) label, commonly referred to as a "Mobile Home" shall be permitted.
- g. **Signs.** Except as provided in C.R.S. §38-33.3.106.5 related to political signs, no sign of any kind shall be displayed to the public view on any Unit except as set forth in the Architectural Design Standards.
- h. **Oil, Gas, and Mining.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, in or under any Unit. Nor shall any oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Unit.
- i. **Household Pets.** Household pets such as dogs, cats, and such other household pets which may be specifically approved from time-to-time by the Executive Board, may be kept on a Unit provided, and unless otherwise authorized by the Executive Board, no more than a total of four (4) such household Pets (of which no more than three (3) shall be adult dogs and no more than three (3) shall be adult cats, and their unweaned offspring) may be kept on any Unit. The Executive Board may adopt rules and regulations that increase or decrease the number of household pets that are allowed. No such household pets may be kept, bred, or maintained for any commercial purposes and the manner of keeping such animals shall not be allowed to result in any unsanitary conditions or a nuisance or annoyance to the occupants of other Units. The Executive Board may adopt Rules and Regulations regarding the type of animals recognized as household pets and requirements for keeping such household pets on any Unit. Household pets shall be properly housed and penned or fenced in enclosures approved by the Architectural Review Committee. Animals shall not be permitted to roam onto other Units. No animals shall be allowed on the Common Elements except in strict compliance with Rules and Regulations adopted by the Association. The Owners of a Unit shall be responsible for any damage or injury caused by any animals owned or kept by the Owners. Without limiting the foregoing, continuous and/or frequent barking or howling by dogs is hereby defined as a nuisance.
- j. **Other Animals.** Except as permitted by rules and regulations adopted by the Executive Board, no animals, other than Household Pets and up to six (6) chickens may be kept on a Unit. No roosters may be kept on a Unit. Animals shall be housed in adequate coops, hutches, or other enclosures to protect them from predators. No animals may be kept, bred, or maintained

for any commercial purposes. The manner of keeping animals shall not be allowed to result in any unsanitary conditions or a nuisance or annoyance to the occupants of other Units. The Executive Board may adopt Rules and Regulations regarding the type, quantity, and requirements for keeping animals on any Unit. Any decision by the Executive Board regarding the type and number of animal units which may be kept upon a Unit shall not be effective unless and until it has been reduced to writing. Any such decision may later be rescinded or modified by the Executive Board, and any Unit Owner affected by such rescission or modification shall have a reasonable time (not to exceed forty-five (45) days) to comply with such rescission or modification. Animals shall be properly housed and penned or fenced in enclosures approved by the Architectural Review Committee. Animals shall not be permitted to roam onto other Units. The Owners of a Unit shall be responsible for any damage or injury caused by any animals owned or kept by the Owners.

- k. **Garbage and Refuse Disposal.** Only one trash removal company, which shall be designated by the Kiowa Park Homeowners' Association, Inc., will be permitted to pick up trash in the subdivision. All homeowners must use uniform containers designated by said company and place these containers outside only on the day they will be emptied.

- l. **Storage of Materials.** Storage of materials shall be done in accordance with the following provisions:
 - (i) No occupant or Owner of any Unit shall store or permit to be stored or to accumulate, upon any Unit, any debris, any piles of manure, piles of dirt, machinery or equipment or any part thereof, old or rusted pieces of metal, rubber or any type of junk, or other miscellaneous items unless approved by the Architectural Review Committee or concealed from public and neighbor views within an enclosed structure.
 - (ii) Storage of building materials is permitted only to facilitate continuous building projects in progress. Unit Owners shall supervise and assure secure storage of all building materials during construction to prevent damage to other structures or littering throughout neighborhood as a result of heavy winds.
 - (iii) No tanks for the storage of gas, fuel, oil or other flammable materials shall be erected, placed, or permitted above or below the surface of any Unit. Any firewood pile shall be screened and located within the confines of a privacy fence approved by the Architectural Review Committee.

- m. **Hazardous Activities.** No activities shall be conducted on any Unit which are or might be unsafe or hazardous to any person or any property. No firearms shall be discharged upon any Unit and no open fires shall be lighted or permitted on any Unit except in a contained barbecue unit while attended and in use for cooking purposes or within an interior approved fireplace. No burning of trash, leaves, or other materials shall be allowed. The storage of any type of explosive devices, compounds, chemicals, or materials is prohibited.
- n. **Motor Vehicles, Recreational Vehicles, Disabled Vehicles, Vehicle Storage and Repair.** No inoperable, unlicensed or junked motor vehicles, trailers, boats, or other equipment shall be kept on any Lot or anywhere else within or adjacent to the project, including streets. No tractor-trailers or semi-trucks may be parked on a Lot at any time. Except as set forth above nothing else shall be parked or stored on a Lot except in an enclosed building unless specifically permitted by Rules and Regulations adopted by the Association. No motor vehicles, motor cycles, motor homes, campers, trailers, recreational vehicles, boats, tractors, and equipment shall be stored or parked for more than 72-hours on any street within the Project. No tractor-trailer or semi-truck shall be allowed at any time on any street in the Project except for delivery of materials during construction or moving vans, while being used to move personal property to or from a Lot. Nothing contained herein shall prevent the Owner or Owners of any Lot from storing any of said vehicles (except tractor-trailers or semi-trucks) in a garage on their Lot. No automotive repairs shall be done on any street, or Lot which may be seen from the view of adjacent properties. The restrictions set forth above shall not restrict the parking of trucks or other commercial vehicles for a reasonable time upon a Lot, which vehicles are necessary for the construction, remodel or repair of a building on said Lot.
- o. **Antennas.** No exterior radio antennas, television antennas, or other antennas may be erected unless approved in writing by the Architectural Review Committee. Any facility for the transmission or reception of audio or visual signals shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antennas which are specifically covered by the Telecommunications Act of 1996, as amended, the Committee shall be empowered to adopt rules and regulations governing the types of antennas that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended,

establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location, and maintenance.

- p. **Home Occupations/Businesses.** The conduct of a home occupation or business within the Project is prohibited unless the following requirements are met: home occupations or businesses must be conducted inside the residence and not occupy more than fifteen percent (15%) of the total floor area of the residence. Home occupations or businesses must be conducted only by the residents of said dwelling with no nonresidents employed at the residence. No retail sales shall be conducted on the Lot or in public view. Home occupations or businesses must be conducted within the scope of the zoning ordinances of the Town of Wiggins. Customer visits must be limited to an occasional frequency. Customer parking must be in the driveway or immediately in front of the residence. There shall be no evidence of a home occupation or business from the outside of the residence.

- q. **Clothes Lines and Dog Runs.** No clothes lines shall be located on any Lot unless permitted by the Architectural Design Standards and dog runs must first be approved by the Architectural Review Committee.

- r. **Maintenance and Repair of Landscaping and Improvements:** Except for areas covered by buildings, driveways or parking areas, all land areas shall be covered with plants or other ground cover, pursuant to a plan approved by the Architectural Review Committee. The Architectural Review Committee shall set a deadline for such installation. Maintenance and repair of landscaping and Improvements shall be subject to the following provisions:
 - (i) Each Owner shall provide prudent and regular exterior maintenance upon each Unit including painting, repairs and/or replacement of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass and other landscaping (including pasture grass), fences, walks, driveways and other surfaces, and all other exterior Improvements to maintain the visual attractiveness and value of the Units in the Project. Unit Owners shall not allow weeds or other unsightly vegetation on Units to exceed twelve inches in height. Owners must properly control noxious weeds.

 - (ii) Failure to maintain: In the event an Owner of any Unit in the Project shall fail to maintain the premises and the Improvements thereon as provided herein, the Association or the Architectural Review Committee, after Notice to the Owner and a reasonable opportunity for the Owner to perform all necessary work, may

undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association or Architectural Review Committee within thirty (30) days of the furnishing of Notice to such Owner that such reimbursement is owed, together with costs of collection thereof, attorney fees, and interest thereon. Said obligation shall be a personal obligation of the Owner and a charge and lien against each Owner's Unit as provided herein for Assessments.

- s. **Non-Owner Occupants.** All covenants, restrictions, rules, regulations, and provisions of this Declaration shall be binding on non-Owner occupants without exception. Property Owners who lease their property shall be required to furnish to lessees copies of this Declaration along with a written lease referencing this Declaration; leasing or being absent from the property shall not release property Owners from liabilities and responsibilities described herein.
- t. **Water and Sewer.** No individual water supply system or sewage disposal system shall be permitted on any Unit.
- u. **No Violation of Law.** Nothing shall be done or kept in or on any portion of the Project by a Unit Owner or occupant which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body having jurisdiction over the Project. The Association shall have no duty or obligation to enforce any such statute, rule, ordinance, regulation, permit or validly imposed requirement.
- v. **Fencing.** No fencing of any type shall be constructed by any Lot Owner on any Lot within the Project without prior approval in writing by the Architectural Review Committee.
- w. **No Imperiling of Insurance.** Nothing shall be done or kept in or on any portion of the Project which might result in an increase in the premiums with respect to insurance obtained for all or any portion of the Project or which might cause cancellation of such insurance, except with the prior written consent of the Executive Board.
- x. **Architectural Design Standards.** The Initial Architectural Design Standards for the Project shall be set forth in a document prepared by Declarant hereinafter referred to as the initial Architectural Design Standards. The Architectural Review Committee has the power and authority to make additional requirements for any residential construction or reconstruction within the Project. The Architectural Review Committee may modify or amend the Architectural Design Standards so long as such

modifications and amendments are consistent with this Declaration. The Architectural Review Committee may grant reasonable variances or adjustments for any conditions and restrictions imposed by this Article in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. During the period of Declarant's Reserved Rights, the standards set forth in the initial Architectural Design Standards cannot be altered without Declarant's approval.

- y. **Underground Lines.** All electric, television, telephone, and other lines running from any property line of a Lot to a residence or other structure shall be placed underground.
- z. **Trash Burning.** Trash, leaves, and other similar materials shall not be burned within the Project.
- aa. **Drainage.** No Owner shall change the topography or drainage pattern of a Lot including, not by limitation, any drainage easement areas, from the topography or drainage pattern established by the Declarant unless such change is approved by the Architectural Review Committee. Any Owner who in any way materially modifies the topography or drainage pattern of a Lot without such consent shall be liable for any and all damages stemming therefrom, and may be required to return such topography or drainage patterns to their original state. If any Owner fails to fully abide by this provision, the Association or the Architectural Review Committee, after Notice to the Owner and a reasonable opportunity to perform all necessary work restoring drainage patterns, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association or Architectural Review Committee within thirty (30) days of the furnishing of Notice to such Owner that such reimbursement is owed, together with costs of collection thereof, attorney fees, and interest thereon. Said obligation shall be a personal obligation of the Owner and a charge and lien against each Owner's Lot as provided herein for Assessments.
- bb. **Damage to Residence.** If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty.

11.12. Waivers; No Precedent. The approval or consent of the Architectural Review Committee or any representative thereof, or of the Board of Directors, to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee or any representative thereof, or by the Board of Directors,

as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter.

ARTICLE 12 – MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Units. To the extent permitted under Colorado law and applicable, necessary or proper, the provisions of this Article apply to this Declaration and also to the Articles, Bylaws, and Rules and Regulations of the Association.

12.1. *Distribution of Insurance or Condemnation Proceeds.* In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any Mortgagee who is a beneficiary of a First Mortgage against the Unit.

12.2. *Right to Pay Taxes and Charges.* Mortgagees who hold First Mortgages against Units may jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

12.3. *Audited Financial Statement.* Upon written request from any Agency or Mortgagee which has an interest or prospective interest in any Unit or the Project, the Association shall prepare and furnish within ninety (90) days an audited financial statement of the Association for the immediately preceding fiscal year, at the expense of such Mortgagee or Agency.

12.4. *Notice of Action.* Any First Mortgagee and any Agency which holds, insures, or guarantees a First Mortgage, upon written request to the Association (which shall include the Agency's name and address and the Unit number), will be entitled to timely written notice of:

- a. Any proposed termination of the common interest community;
- b. Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a First Mortgage held, insured, or guaranteed by such Agency;
- c. Any delinquency in the payment of Assessments owed by an Owner subject to the Mortgage where such delinquency has continued for a period of sixty (60) days;

- d. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to this Declaration.

12.5. Action by Mortgagee. If this Declaration or any Association Documents require the approval of Mortgagees, then if any Mortgagee fails to respond to any written proposal for such approval within thirty (30) days after such Mortgagee is given proper notice of the proposal (or such longer time as may be set forth in the notice), such Mortgagee shall be deemed to have approved such proposal provided that the notice was delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 13 - ANNEXATION OF ADDITIONAL PROPERTY

13.1 Annexation. Declarant may annex to this Declaration additional property located within the property described on **Exhibit B** until that date which is twenty (20) years after the date of recording of this Declaration in the County of Morgan, Colorado, without consent of any other Owners, security interest holders, or any other person except the owner of the property to be annexed. Each annexation by Declarant shall be effected, if at all, by recording of a plat or map of the property to be annexed (unless such plat or map has previously been recorded), and by recording in the office of the Clerk and Recorder of Morgan County, Colorado, an amendment to this Declaration annexing such property. Said amendment shall describe any common elements within the property being annexed, shall reallocate the allocated interest among all Units, and may include such other provisions as Declarant deems appropriate (including, without limitation, covenants, restrictions or other provisions which will be applicable to such annexed property and which are in addition to or more restrictive than the provisions of this Declaration). All provisions of this Declaration including, but not limited to, those provisions regarding obligations to pay assessments to the Association and any right to cast votes, shall apply to annexed property immediately upon recording the amendment to this Declaration annexing the subject property. Declarant shall not be obligated to expand the Project beyond the number of Units initially submitted to this Declaration. In addition, Declarant may amend this Declaration at any time during the twenty (20) year period noted above to add additional real estate to the community as permitted by the Act. Each portion of the community which is annexed to this Declaration by annexation of additional land, as provided above, shall be subject to a right of withdrawal by Declarant pursuant to the terms of the Act.

13.2 Acquisition of Common Elements. Declarant may convey to the Association additional real estate, improved or unimproved, located within the common interest community or adjacent thereto, which upon conveyance or dedication to the Association shall be accepted by the Executive Bard on behalf of the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

ARTICLE 14 - DURATION OF COVENANTS AND AMENDMENT

14.1. Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

14.2. Amendment. Except in cases of amendments that may be executed by the Declarant or the Association under the Act, this Declaration, or any provision of it, may be amended only by vote or agreement of Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under this Declaration.

14.3. Declarant Rights. To the extent permitted under the Act, provisions in this Declaration reserving or creating Special Declarant Rights may not be amended without the consent of Declarant.

14.4. Execution of Amendments. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by including within or attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and this Declaration.

14.5. Revocation. This Declaration will not be revoked nor shall the common interest community created hereby be terminated without the consent of the Owners to which at least sixty seven percent (67%) of the votes in the Association are allocated evidenced by a written instrument duly recorded with the Clerk and Recorder.

ARTICLE 15 – GENERAL PROVISIONS

15.1. Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

15.2. Enforcement. Except as otherwise provided in this Declaration, the Executive Board, Declarant, Architectural Review Committee, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board of the Association, Declarant, Architectural Review Committee, or by any Owner to enforce any restriction, condition, covenant, reservation, lien, or charge now or hereafter imposed by the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

15.3. Registration of Mailing Address. Each Owner and each security interest holder, insurer, or guarantor of a security interest, shall register their mailing address with the Association. All notices, demands, or other notices intended to be served upon the Board of Directors or the

Association during the period of Declarant control shall be sent by registered or certified mail, postage prepaid, c/o Genesis Development Management, 1035 37th Avenue Court, Greeley, Colorado 80634, unless such address is changed by the Association during the period of Declarant control. Subsequent to the termination of the period of Declarant control, the Association shall notify the Owners of a different address for notices.

15.4. *Limitation on Liability.* The Association, Board of Directors, Architectural Review Committee, Declarant, and any member, agent, or employee of any of the same, shall not be liable to any person for actions taken or omissions made in the performance of their duties except for wanton and willful acts or omissions.

15.5. *No Representations or Warranties.* No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant or its agents and employees, in connection with any portion of the community, or any Improvement, or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

15.6. *Disclaimer Regarding Safety.* DECLARANT AND THE ASSOCIATION HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. EACH OWNER ACKNOWLEDGES THAT THERE ARE SEVERAL POTENTIAL HAZARDS WITHIN THE COMMUNITY INCLUDING, BUT NOT LIMITED TO, A RAILROAD TRACK, LAKE, IRRIGATION DITCH, RIVER, POND, OIL WELLS, AND GRAVEL PIT. EACH OWNER ASSUMES FULL RESPONSIBILITY FOR THE SAFETY OF FAMILY, FRIENDS, GUESTS, AND PETS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT AND THE ASSOCIATION FROM ANY CLAIMS RELATED TO SAFETY OR PROPERTY DAMAGE ISSUES OF ANY KIND.

15.7. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

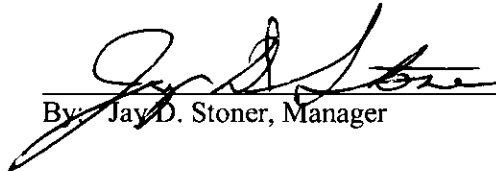
15.8. *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

15.9. *Conflict With Act.* In the event that any of the terms or provisions of this Declaration are in conflict or inconsistent with the Act, the terms or provisions of the Act shall

control and govern. In case of any such conflict or inconsistency, the applicable terms and provisions contained in this Declaration shall, to the extent possible, be construed in accordance with the Act, and any conflict with or violation of the Act by any terms or provisions of this Declaration shall not affect, void, or render unenforceable any other term or provision of this Declaration (which shall be in full force and effect in accordance with their terms).

DECLARANT:

KIOWA PARK, LLC


By: Jay D. Stoner, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me on the 18 day of August, 2017 by Jay D. Stoner, Manager of Kiowa Park, LLC.

WITNESS my Hand and Official Seal.

My commission expires:
1-25-19


Notary Public

CARRIE L. CUDWORTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994002112
MY COMMISSION EXPIRES JAN. 25, 2019

**EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KIOWA PARK**

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS DECLARATION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block 2

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 3

Lots 1, 2, 3, 4, 5, 6, and 7, Block 4

Outlot A

Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

And

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 2

Kiowa Park Crossing, a subdivision of a part of the Town of Wiggins, County of Morgan, State of Colorado.

EXHIBIT B
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KIOWA PARK

LEGAL DESCRIPTION OF PROPERTY WHICH MAY BE ANNEXED

Northeast Quarter of Section 22, Township 3 North, Range 60 West of the 6th P.M., Town of Wiggins, County of Morgan, State of Colorado

Except

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block 2

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 3

Lots 1, 2, 3, 4, 5, 6, and 7, Block 4

Outlot A

Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

And

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 2

Kiowa Park Crossing, a subdivision of a part of the Town of Wiggins, County of Morgan, State of Colorado.

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 16, Block 2; Lot 17, Block 2; Lot 18, Block 2; Lot 19, Block 2; Lot 20, Block 2; and Lot 21, Block 2, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Plains Investment Club 5, LLC

Plains Investment Club 5 LLC
By: James H Dech

STATE OF COLORADO)
) ss.
COUNTY OF weld)

The foregoing instrument was acknowledged before me on the 18 day of August, 2017 by James H Dech as manager for Plains Investment Club 5, LLC..

WITNESS my Hand and Official Seal.

My commission expires: 8/24/20

Keri Purdham
Notary Public


KERI PURDHAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164032685
MY COMMISSION EXPIRES AUGUST 24, 2020

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park Crossing

Lot 1, Block 1; Lot 2, Block 1; Lot 3, Block 1; Lot 4, Block 1; and Lot 1, Block 2, Kiowa Park Crossing, a subdivision of a part of the town of Wiggins, County of Morgan, State of Colorado.

Kiowa Park, LLC


By: Jay D. Stoner, Manager

STATE OF COLORADO)

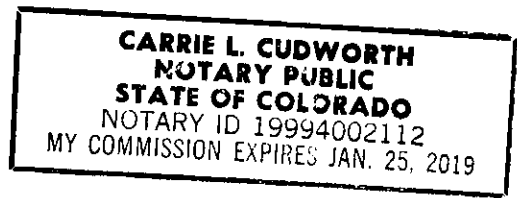
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me on the 18 day of August, 2017 by Jay D. Stoner, as Manager of Kiowa Park, LLC.

WITNESS my Hand and Official Seal.

My commission expires: 1-25-19


Notary Public



Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 5, Block 2; Lot 8, Block 2; Lot 9, Block 2; Lot 10, Block 2; Lot 11, Block 2; Lot 12, Block 2; Lot 13, Block 2; Lot 14, Block 2; Lot 15, Block 2; Lot 1, Block 3; Lot 2, Block 3; Lot 6, Block 3; Lot 7, Block 3; Lot 8, Block 3; Lot 9, Block 3; and Lot 1, Block 4, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Baessler Residential Colorado, LLC

Mark Willis
By: *Mark Willis, CFO*

STATE OF COLORADO)

COUNTY OF *Weld*) ss.

The foregoing instrument was acknowledged before me on the *24* day of *August*, 2017 by *Mark Willis* as *CFO* for Baessler Residential Colorado, LLC.

WITNESS my Hand and Official Seal.

My commission expires: *1-25-19*

Carrie L. Cudworth

Notary Public

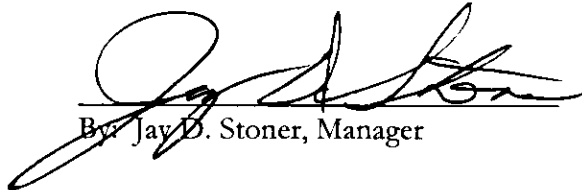
**CARRIE L. CUDWORTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994002112
MY COMMISSION EXPIRES JAN. 25, 2019**

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 1, Block 1; Lot 2, Block 1; Lot 4, Block 1; Lot 5, Block 1, Lot 6, Block 1; Lot 7, Block 1; Lot 8, Block 1; Lot 9, Block 1; Lot 10, Block 1; Lot 1, Block 2; Lot 7, Block 2; Lot 3, Block 3; Lot 4, Block 3; Lot 5, Block 3; Lot 4, Block 4; Lot 5, Block 4; and Out Lot A, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Kiowa Park, LLC


By Jay D. Stoner, Manager

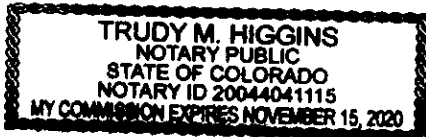
STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me on the 23rd day of August, 2017 by Jay D. Stoner as Manager of Kiowa Park, LLC.

WITNESS my Hand and Official Seal.

My commission expires: 11-15-2020


Notary Public



Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park Crossing

Lot 8, Block 1; Lot 9, Block 1; Lot 2, Block 2; Lot 8, Block 2; and Lot 9, Block 2, Kiowa Park Crossing, a subdivision of a part of the Town of Wiggins, County of Morgan, State of Colorado.

Kiowa Park Construction, LLC

Jay D. Stoner
By: Jay D. Stoner, Manager

STATE OF COLORADO)

) ss.

COUNTY OF Weld)

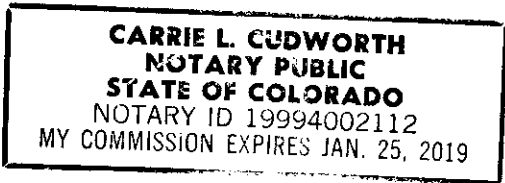
The foregoing instrument was acknowledged before me on the 18 day of August, 2017 by Jay D. Stoner, as Manager of Kiowa Park Construction, LLC.

WITNESS my Hand and Official Seal.

My commission expires: 1-25-19

Carrie L. Cudworth

Notary Public



Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park Crossing

Lot 5, Block 1; Lot 6, Block 1; Lot 7, Block 1, Kiowa Park Crossing, a subdivision of a part of the Town of Wiggins, County of Morgan, State of Colorado.

Baessler Residential Colorado, LLC

[Handwritten Signature]
By: MICHA WILLIS
CFO

STATE OF COLORADO)

) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me on the 18 day of August, 2017 by MICHA WILLIS as CFO for Baessler Residential Colorado, LLC.

WITNESS my Hand and Official Seal.

My commission expires: 1-25-19

[Handwritten Signature]

Notary Public

CARRIE L. CUDWORTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994002112
MY COMMISSION EXPIRES JAN. 25, 2019

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 11, Block 1, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Michelle R. Covelli
Michelle R. Covelli

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21 day of August, 2017 by Michelle R. Covelli.

WITNESS my Hand and Official Seal.

My commission expires: 1-13-2020

Mary Pachek
Notary Public

MARY PACHEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084001041
MY COMMISSION EXPIRES JANUARY 13, 2020

Barry L. Covelli
Barry L. Covelli

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21 day of August, 2017 by Barry L. Covelli.

WITNESS my Hand and Official Seal.

My commission expires: 1-13-2020

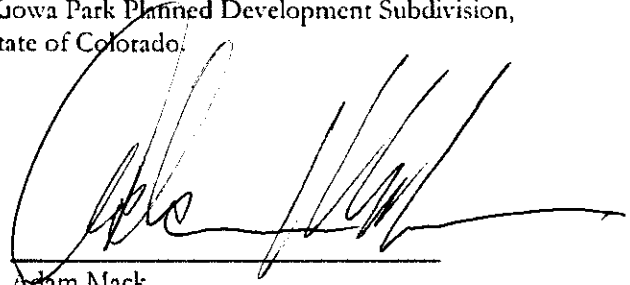
Mary Pachek
Notary Public

MARY PACHEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084001041
MY COMMISSION EXPIRES JANUARY 13, 2020

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 10, Block 3; Lot 6, Block 4; and Lot 7, Block 4, Kiowa Park Planned Development Subdivision,
Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado



Adam Mack

STATE OF COLORADO)

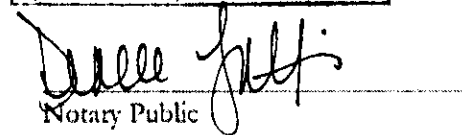
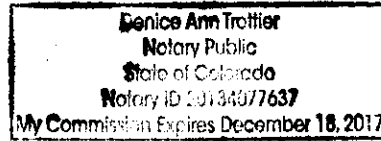
) ss.

COUNTY OF Boulder)

The foregoing instrument was acknowledged before me on the 30 day of AUGUST, 2017 by Adam Mack.

WITNESS my Hand and Official Seal.

My commission expires: 12-18-2017


Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park Crossing

Lot 3, Block 2; Lot 4, Block 2; Lot 5, Block 2; Lot 6, Block 2; and Lot 7, Block 2, Kiowa Park Crossing, a subdivision of a part of the Town of Wiggins, County of Morgan, State of Colorado

[Handwritten Signature]
Adam Mack

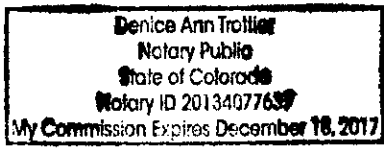
STATE OF COLORADO)

) ss.

COUNTY OF Boulder)

The foregoing instrument was acknowledged before me on the 30 day of AUGUST, 2017 by Adam Mack.

WITNESS my Hand and Official Seal.



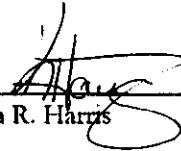
My commission expires: 12-18-2017

[Handwritten Signature]
Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 2, Block 4, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.



Karla R. Harris

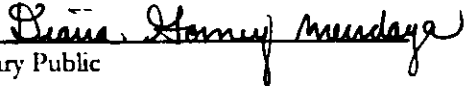
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 24th day of August, 2017 by Karla R. Harris.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020



Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 2, Block 2, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

[Handwritten Signature]
Mark Ian Strickland

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21st day of August, 2017 by Mark Ian Strickland.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020

[Handwritten Signature]
Notary Public

[Handwritten Signature]
Beth Ann Strickland

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21st day of August, 2017 by Beth Ann Strickland.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020

[Handwritten Signature]
Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 12, Block 1, Kiowa Park Planned Unit Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Richard G. Yearous
Richard G. Yearous

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21st day of August, 2017 by Richard G. Yearous.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020

Diana Gomez Mendoza
Notary Public

Cynthia D. Yearous
Cynthia D. Yearous

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21st day of August, 2017 by Cynthia D. Yearous.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020

Diana Gomez Mendoza
Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 11, Block 3, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

[Signature]
Justin R. Laird

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 24th day of August, 2017 by Justin R. Laird.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020

[Signature]
Notary Public

[Signature]
Brittney L. Sizemore

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 21st day of August, 2017 by Brittney L. Sizemore.

WITNESS my Hand and Official Seal.

My commission expires: 03-08-2020

SHERYL HALVORSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164008671
MY COMMISSION EXPIRES MARCH 8, 2020

[Signature]
Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 4, Block 2, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Christian H. Nix
Christian H. Nix

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 23th day of August, 2017 by Christian H. Nix.

WITNESS my Hand and Official Seal.

My commission expires: 03.08.2020

Sheri Halvorson
Notary Public

SHERYL HALVORSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164006571
MY COMMISSION EXPIRES MARCH 8, 2020

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 3, Block 4, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins,
County of Morgan, State of Colorado.

2 Valley Builders, Inc.

John T. Bailey
By: _____

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 20th day of _____, 2017 by John T Bailey as President for 2 Valley Builders, Inc.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

Diana Gomez Mendoza
Notary Public

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 3, Block 2, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.

Brett H. Thomas
Brett H. Thomas

STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 1st day of September, 2017 by Brett H. Thomas.

WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020


DIANA GOMEZ MENDOZA NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20164007648 MY COMMISSION EXPIRES FEBRUARY 24, 2020

Diana Gomez Mendoza
Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 3, Block 1, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.



Paul D. Larino

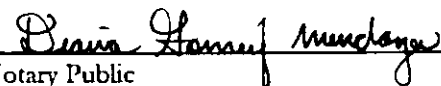
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 33rd day of August , 2017 by Paul D. Larino.

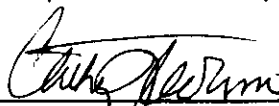
WITNESS my Hand and Official Seal.

My commission expires: 02-24-2020

DIANA GOMEZ MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164007648
MY COMMISSION EXPIRES FEBRUARY 24, 2020



Notary Public



Cathy J. Larino

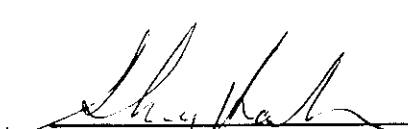
STATE OF COLORADO)
) ss.
COUNTY OF Morgan)

The foregoing instrument was acknowledged before me on the 1st day of September 2017 by Cathy J. Larino.

WITNESS my Hand and Official Seal.

My commission expires: 03-08-2020

SHERYL HALVORSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184009571
MY COMMISSION EXPIRES MARCH 8, 2020

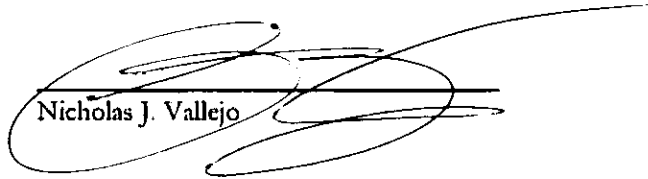


Notary Public

Owner Signature Page for

Declaration of Covenants, Conditions, and Restrictions for Kiowa Park

Lot 6, Block 2, Kiowa Park Planned Development Subdivision, Filing No. 1, Town of Wiggins, County of Morgan, State of Colorado.



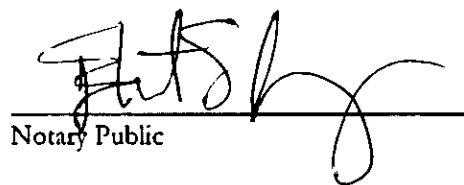
Nicholas J. Vallejo

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on the 31 day of August, 2017 by Nicholas J. Vallejo.

WITNESS my Hand and Official Seal.

My commission expires: Feb. 28, 2018



Notary Public

ELLIOT S. LONG
Notary Public
State of Colorado
Notary ID: 20144009498
My Commission Expires Feb. 28, 2018